

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANKURA CONSULTING GROUP, LLC,

Plaintiff,

Case No.

-against-

COMPLAINT

MOHAMMAD MORTAZAVI,

Defendant.

Plaintiff ANKURA CONSULTING GROUP, LLC, by its attorneys, Yudin & Yudin, PLLC, for its Complaint against defendant MOHAMMAD MORTAZAVI, alleges as follows:

THE PARTIES

1. At all times hereinafter mentioned, plaintiff ANKURA CONSULTING GROUP, LLC (“Ankura”) was and still is a limited liability company organized and existing under the laws of the State of Delaware and is authorized and registered to do business in the State of New York, with a principal place of business at 485 Lexington Avenue, New York, New York 10017.

2. At all times hereinafter mentioned, defendant MOHAMMAD MORTAZAVI (“Mortazavi”) was and still is an individual residing in the State of California at 220 Elena Avenue, Atherton, California 94027.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332 because this is an action between citizens of different states where the matter in

controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. The parties also have consented to the jurisdiction of this Court.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district. The parties also have consented to venue in this judicial district.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

5. On or about March 20, 2019, Mortazavi engaged and retained Ankura to provide professional consulting services, including but not limited to financial, damages, engineering and accounting services, in connection with a pending lawsuit entitled Trais Fluors v. Mortazavi.

6. Under the engagement agreement, Ankura agreed to provide professional consulting services on Mortazavi's behalf.

7. In exchange for the professional consulting services, Mortazavi agreed to pay Ankura for services rendered upon receipt of Ankura's invoices, at hourly rates based on the skill and experience of the Ankura professionals, plus expenses incurred.

8. From March 20 through May 31, 2019, Ankura's professionals, pursuant to and consistent with the engagement agreement, rendered reasonable and necessary professional consulting services and incurred expenses on Mortazavi's behalf.

9. From April 15 through June 3, 2019, Ankura generated and delivered invoices to Mortazavi for the professional consulting services rendered and expenses

incurred, bearing invoice numbers 1000001387, 1000001544, 1000001634, 1000001781, 1000001865, 1000001942 and 1000002173.

10. The invoices reflected fees owed for professional consulting services rendered and expenses incurred in the aggregate amount of \$177,722.42.

11. Mortazavi received the invoices and retained them without objection.

12. Mortazavi failed to remit payment in full on the invoices.

13. To date, and despite due and repeated demands, Mortazavi has yet to pay Ankura for the professional consulting services rendered.

14. By reason of his failure and refusal to remit payment in full to Ankura, Mortazavi is in material breach of the engagement agreement between the parties.

15. Ankura has suffered damages as a consequence of Mortazavi's breach in the principal amount of \$162,722.42, plus interest.

16. Mortazavi is liable and indebted to Ankura in the principal amount of \$162,722.42, the balance remaining due for professional consulting services rendered, plus interest at the legal rate from June 3, 2019, the date of the final invoice delivered.

17. By reason of the foregoing, Ankura is entitled to judgment against Mortazavi for breach of contract in the principal amount of \$162,722.42, plus interest at the legal rate from June 3, 2019, the date of the final invoice delivered.

SECOND CLAIM FOR RELIEF
(Account Stated)

18. Ankura repeats and realleges the allegations contained in paragraphs 1 through 17 with the same force and effect as if set forth in full herein.

19. Ankura generated and delivered invoices to Mortazavi for the professional consulting services rendered and expenses incurred, bearing invoice numbers 1000001387, 1000001544, 1000001634, 1000001781, 1000001865, 1000001942 and 1000002173.

20. The invoices reflected fees owed for professional consulting services rendered and expenses incurred in the aggregate amount of \$177,722.42.

21. Mortazavi received the invoices and retained them without objection.

22. Mortazavi failed to remit payment in full on the invoices.

23. There is an account stated between the parties with regard to the invoices.

24. By reason of the foregoing, Ankura is entitled to judgment against Mortazavi for and on the basis of an account stated in the principal amount of \$162,722.42, plus interest at the legal rate from June 3, 2019, the date of the final invoice delivered.

THIRD CLAIM FOR RELIEF
(Quantum Meruit)

25. Ankura repeats and realleges the allegations contained in paragraphs 1 through 24 with the same force and effect as if set forth in full herein.

26. In the alternative, the professional consulting services rendered by Ankura for Mortazavi's benefit were reasonably worth \$177,722.42.

27. Ankura's professionals rendered services and incurred expenses on Mortazavi's behalf with the reasonable expectation of payment.

28. Mortazavi received the benefit of the services rendered and expenses incurred on his behalf without having remitted payment to Ankura for the services rendered or having reimbursed Ankura for the expenses incurred.

29. Mortazavi has been enriched unjustly and Ankura is entitled, in equity and good conscience, to fair and reasonable compensation in the amount of \$162,722.42, in quantum meruit.

30. By reason of the foregoing, Ankura is entitled to judgment against Mortazavi in quantum meruit in the principal amount of \$162,722.42, plus interest at the legal rate from June 3, 2019, the date of the final invoice delivered.

WHEREFORE, plaintiff ANKURA CONSULTING GROUP, LLC demands judgment against defendant MOHAMMAD MORTAZAVI on its First Claim for Relief awarding plaintiff damages for breach of contract in the principal amount of \$162,722.42, on its Second Claim for Relief awarding plaintiff damages for an account stated in the principal amount of \$162,722.42 and on its Third Claim for Relief awarding plaintiff damages in quantum meruit in the principal amount of \$162,722.42, all together with interest thereon at the legal rate from June 3, 2019, the date of the final invoice delivered, and for such other and further relief as this Court may deem fair and reasonable.

Dated: New York, New York
June 15, 2021

YUDIN & YUDIN, PLLC

By: s/ Steven G. Yudin
Steven G. Yudin, Esq. (SGY 5071)

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